

THE U.S. FOREST SERVICE AND THE U.S. GENERAL SERVICES ADMINISTRATION INVITE YOU TO PARTICIPATE IN A SEALED BID SALE

CHINO VALLEY

TWO RESIDENTIAL STRUCTURES FOR OFF-SITE REMOVAL

Sale Summary

Sale Type: Sealed Bid Sale

Bid Opening: September 20, 2006

Bid Deposit: 10% of Bid

Minimum Bid: \$5,000.00 for *each* structure

Inspection August 28 through September 1

Opportunity: 9:00am-3:30pm

Submit Sealed Bids with Deposit to:

Office of Property Disposal (9PR) U.S. General Services Administration 450 Golden Gate Ave., 4th Floor East San Francisco, CA 94102-3434

Attn: Angela La Monica, Realty Officer

Property Disposal Webpage

http://www.propertydisposal.gsa.gov Click on the state of Arizona to view and download sales information.

For More Sales Information Contact:

Angela La Monica, Realty Officer

1-888-472-5263 (GSA-LAND), ext. 3430

e-mail: angela.lamonica@gsa.gov

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STRUCTURE DESCRIPTION

1. LOCATION

The structures are located in Chino Valley, Arizona behind the Chino Valley Ranger Station located at 735 N. Highway 89. The addresses of the structures are 737 North Highway 89 and 739 North Highway 89.

Chino Valley is approximately 100 miles north of Phoenix and 90 miles south of Flagstaff.

2. DESCRIPTION

Two residential structures for sale by off-site removal.

The structure located at 737 North Highway 89 is approximately 1100 square feet and has 3 bedrooms and 1 bathroom.

The structure located at 739 North Highway 89 is approximately 1100 square feet and has 3 bedrooms and 1.5 bathrooms.

The sale offering does not include any rights to land. The structures must be removed from the Government land by the date specified (see Special Terms of Sale, Paragraph 3).

3. DRIVING DIRECTIONS

From Phoenix:

North from Phoenix on I-17 to Cordes Junction. West on Hwy 69 to Prescott. North on Hwy 89 to Chino Valley. The Chino Valley Ranger Station, where all visitors must sign in, is located at 735 N. Highway 89.

From Flagstaff:

Take I-40 W for approximately 50 miles. Take the I-40 BL/AZ-89 exit towards Ash Fork/ Prescott. Turn left onto I-40 BI/AZ-89. Continue to follow AZ-89 for approximately 35 miles. The Chino Valley Ranger Station, where all visitors must sign in, is located at 735 N. Highway 89.

737 North Highway 89









739 North Highway 89











1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Structure Description, General Terms of Sale, Instructions to Special Terms Bidders, of Environmental Notices, any provisions of the Bid For Purchase of Government Property and Exhibits, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the time fixed in the IFB for the opening of hids.

2. DESCRIPTION PROVIDED IN IFB

The description of the structures set forth in the IFB and any other information provided therein with respect to said structure are based on the best information available to the U. S. General Services Administration. Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, omission of any information available to the agency having custody over the structure and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the structure is the sole responsibility of the bidder. Bidders are invited. urged, and cautioned structure prior inspect the to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the structure offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid openina.

The inspection dates are listed below. Additional site inspections will be conducted on an as needed appointment only basis. Prior to inspecting the structure, all visitors must sign in at the Ranger District office at 735 North Highway 89 Chino Valley, AZ.

<u>Inspection Opportunity:</u>
August 28 through September 1, 2006
9am-3:30pm

4. CONDITION OF STRUCTURE

The structure is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 days.

If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

7. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized the fax/phone representative at number or address indicated in the bid. The processing of a bid deposit by the Government shall not. in itself. constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

8. CONTRACT

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Such agreement shall Government. constitute the whole contract to be succeeded only bv the instruments of transfer, unless modified in writing and signed by both No oral statements representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of Government. Any assignment transaction without such consent shall be void.

9. TAXES AND CLOSING COSTS

As of the date of conveyance of the structure, the successful bidder shall assume responsibility for all general personal property taxes which may have been or may be assessed on the structure, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, if any, shall be borne solely by the successful bidder.

10. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with subsequently payments made account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property accepted is bv the Government ("Seller") and Seller fails reason to perform anv obligations as set forth herein ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date to be not later than thirty (30) calendar days after acceptance of the bid.

On the closing date, the successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

13. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of United States Treasurv 10-year maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid The Government may acceptance. impose additional terms and conditions to grant an extension.

14. SALE AND CONVEYANCE

The sale and conveyance of the structure shall be made subject to the following:

- A) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- B) Any statement of facts which a physical inspection and accurate survey of the structure may disclose.

15. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's expense and affix to all own instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

16. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general General Services benefit. Administration employees are prohibited from bidding on the structure offered in the IFB.

17. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the sale offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

18. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

1. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this structure for financing.

2. TYPE OF SALE

This will be a sealed bid sale. All bids will be opened on Wednesday September 20, 2006 at 1pm Pacific Time.

3. BID DEPOSIT

Each bid must be accompanied by a bid deposit equal to 10% in the form of a cashier's check, certified check, or postal money order. Send your bid deposits to:

Office of Property Disposal (9PR) U.S. General Services Administration 450 Golden Gate Ave., 4th Floor East San Francisco, CA 94102-3434 Attn: Angela La Monica, Realty Officer

- A) Please make your check or money order payable to: "United State of America or (insert your name)." Making the check payable to both parties will make it easier for you to negotiate the instrument if and when your bid deposit is returned to you.
- B) Failure to provide such a bid deposit shall require rejection of your bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful

bidder's obligation to the Government. The full balance of the purchase price is payable within 30 calendar days after award.

- C) Appropriate bid deposits accompanying bids that are rejected will be returned to bidders without interest.
- D) Bid deposits received from the two highest bidders will be held until the bill of sale is executed.
- E) Bidders may be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Bid Deposit. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Bid Deposit.

4. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this IFB.

The followings **MUST** be shown in the *upper left corner of the bid envelope.*

- 1) The name and address of the bidder
- 2) Invitation for bid number 9PR-2006-123/124
- 3) The address of the structure you are bidding on
- 4) Date and hour of bid opening

Phrase "Bid for Real Property" must be shown in the lower left corner of the

envelope. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

5. MINIMUM BIDS

The <u>minimum</u> bid amount is \$5,000.00 per structure.

Bids that do not meet the \$5,000.00 minimum will be rejected.

6. BIDDING IN GENERAL

- A) Bids will be opened on Wednesday, September 20, 2006 at 1 pm Pacific Time. Any bids received prior to September 20, 2006, will be deemed to have been received on September 20, 2006.
- B) Bids with proper deposit may be delivered to our office either in person, by U.S. Mail, or by private delivery services.
- C) Bids must be submitted without contingencies.
- D) Award will be made that is in the best interest of the Government.
- E) The Government reserves the right to reject any and all bids at any time for any reason. Frivolous bids will not be considered.

7. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS

A) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either

- 1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
- 2) It was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- B) Any modification or withdrawal of a bid is subject to the same conditions as in A), above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- C) The only acceptable evidence to establish:
- 1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, otherwise placed or impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
- 2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary

evidence of receipt maintained by the installation.

- D) Notwithstanding A) and B) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received an may be accepted.
- E) Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

8. BID OPENING

It shall be the duty of each bidder to see that their bid is delivered within the time and at the place prescribed in this IFB. Bids (including modification) received prior to the time fixed in this IFB for the opening of bids will be considered except as provided under Paragraph 7 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

9. TRANSACTION CLOSING

A) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without

interest, toward the total purchase price.

B) Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 10, Back-up Bidder. All other bid deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but may require several weeks to complete the process.

10. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction. the second highest bidder's bid may then be considered for award. The backup bidder's deposit will retained, without interest, until the bill of sale is executed, and will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

11. BID EXECUTED ON BEHALF OF BIDDER

- A) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- B) If the bidder is a corporation, the Certificate of Corporate Bidder must be

executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

C) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

1. ADDITIONAL DEPOSIT

The successful bidder shall provide to the Government within 10 days after award, a performance bond (see Exhibit D) in the amount of \$2,000 or cash in the amount of \$2,000 to ensure faithful performance of the high bidder's obligation under this contract for sale. The acceptance letter will contain further instructions.

The additional deposit is to ensure faithful compliance with obligations under the contract for sale including site cleanup and related functions as stated in the Terms of Off-Site Removal paragraph under Special Terms of Sale section. Upon completion of the contract to the satisfaction of the U.S. Forest Service, the additional deposit will be returned, without interest. In the event the obligations required under the contract are not performed to the complete satisfaction of the U.S. Forest Service with the prescribed period of time, the United States Forest Service may, at their option, declare forfeited all the interest of the successful bidder in any property remaining on the site, the structure will revert back to the Government, and the Government may cause the necessary work to be performed to complete such obligations. Costs of such work will be charged against the successful bidder, and the additional deposit will be utilized to offset such charge. Any balance remaining after such charge will be refunded to the successful bidder. Any cost to the Government in excess of the additional deposit shall be paid to the Government by the successful bidder.

2. POSSESSION

A) The successful bidder agrees to assume possession of the property

within 120 calendar days after the date on the Bill of Sale. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01am, local time at the location of the property, on the 121st calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.

B) Although by assuming possession under paragraph (A) above, the bidder incurs certain responsibilities obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alteration or improvements in or to the structure to use it for any purpose of his own without first obtaining the written approval of the Government. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period date of the approval to the date of the conveyance, an amount the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

3. TERMS OF OFF-SITE REMOVAL

The successful bidder will have onehundred and twenty (120) days from the date of the Bill of Sale to remove the structure from the site and to complete cleanup of the site.

The successful bidder will be responsible for:

- A) Coordinating the move actions with the U.S. Forest Service representative Mr. Steve Kelly who may be reached by phone at 928-777-2235 or by email stevenkelly@fs.fed.us
- B) Obtaining any necessary licenses or permits and for complying with any applicable Federal, state and municipal laws, codes, and regulations in connection with the work under the contract. The purchaser shall take and be responsible for all safety and health precautions to protect the work site, the workers, and the public and structure.
- C) Removing, restoring, and cleaning up of all debris and scrap materials incident to the removal of the structure, leaving the site in neat and orderly condition.
- D) Removing or replacing, in as good condition, any gates, fences, pavements or other improvements on Federal land damaged or moved as a result of the off-site removal. All removal or modification of fences, gates or other improvements to facilitate the moving process is to be discussed with a Forest Service official prior to action being taken.
- E) Backfilling all excavation created by the removal of the structure. All concrete footings, cement blocks, bricks, foundations and steps directly associated with the houses and attached garages may be left behind by the purchaser. These materials are not to be buried or backfilled. If these materials are excavated, they are to be left in a clean pile with no more than a

small (less than 5%) amount of dirt mixed in with the materials.

F) Disconnecting and capping, in a professional workmanship manner, the other utility and telephone lines. All caps or plugs that are underground are to be marked by fiberglass or plastic markers. The sewer lines, which connect to septic tanks, are to be plugged by the purchaser. The purchaser is responsible to protect the septic tanks from damage by heavy equipment.

In connection with the off-site removal, the Government mark the location of the septic tanks and disconnect the electrical power.

G) Removing from the site whatever trees and bushes that are cut down or trimmed. All trees and bushes cut down are not to have any stumps remaining visible from above level ground. Ornamental shrubs and trees against the houses within 5 feet and the one large tree between the two houses may be cut down and removed at the expense of the purchase. There are other ornamental cedar type bushes/trees in the near vicinity of the houses that may be cut down and removed at the expense purchaser.

The Arizona Cypress trees in a row to the south of the southerly most house may not be cut down. The branches may be trimmed back if necessary at the expense of the purchaser. Purchaser is responsible for meeting with a Forest Service official prior to removal or trimming of any trees or shrubs to ensure all parties agree and understand what is to be done

1. NOTICE OF LEAD-BASED PAINT (LBP)

All Bidders are required to read and complete Exhibit B the "Lead-Based Paint Disclosure" on page 19 of this IFB and read Exhibit C " Protect Your Family From Lead in Your Home".

A) Every purchaser of any interest in a structure which was built prior to 1978 is notified that such structure may present exposure to lead from leadbased paint that may place young children at risk of developing lead Lead poisoning in young poisoning. children may produce permanent neurological damage, including learning disabilities. reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential structure is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the structure to a residential dwelling.

A copy of the LBP Inspection report is available by request by contacting:

Angela La Monica, Realty Officer General Services Administration Office of Property Disposal 1-888-GSA-LAND x 3430 angela.lamonica@gsa.gov

B) Purchaser hereby is informed and does acknowledge that LBP is presumed to exist in the structures for sale. A lead-based paint (LBP) Lead Inspection and Risk Assessment (May 17, 2006) determined the presence, locations, and concentrations of LBP at both structures.

The Lead Inspection Risk and Assessment report for this testing indicated the presence of LBP at or above HUD Title X threshold levels on the enclosed rear porch in both units including interior painted surfaces (walls, ceilings, interior doors, interior doors, interior door jambs, window systems, and baseboards). The exterior fascias and the underside of the wood overhands (front and back) were also found to contain LBP.

Purchaser agrees for itself, successors and every successor interest in the structure herein described, or any part thereof, in its use and occupancy of the structure, it will comply with all applicable Federal, State and local laws relating to LBP. Purchaser acknowledges that seller assumes no liability for damages for personal injury, illness, disability, or death to Purchaser or any other person, including members of the general public, arising from or incident to the transportation, purchase, removal. handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the structure, arising after the conveyance of the structure from Seller Purchaser regardless of whether the Purchaser has properly warned, or failed to warn, the persons injured.

2. ASBESTOS CONTAINING MATERIALS

Bidders are warned that the structure offered for sale contains asbestos-containing materials (ACM). Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA)

regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

B) Bidders are invited, urged and cautioned to inspect the structure to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the structure as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the structure including, without limitation, any asbestos hazards or concerns.

Inspections were performed by the U.S. Forest Service September 5, 1991. The inspections included laboratory testing to determine the presence, location, and concentrations asbestos containing material (ACM) and were performed on both structures. The inspection reports for structures indicate the presence of ACM in certain locations in the dry wall, vinyl tile and mastic and vinyl sheet flooring.

C) No warranties either express or implied are given with regard to the condition of the structure including, without limitation, whether the structure does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the structure offered,

will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

- D) The description of the structure set forth in the Invitation for Bids and any other information provided therein with respect to said structure is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the structure and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Seller including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- E) The Seller assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the structure which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- F) The Purchaser further agrees that in its use and occupancy of the structure it will comply with all Federal, state, and local laws relating to asbestos.

CHINO VALLEY OFF-SITE REMOVAL TWO RESIDENTIAL STURCTURE

BID FOR PURCHASE OF GOVERNMENT PROPERTY

SEND THIS FORM TO:

U.S. General Services Administration Office of Property Disposal Division (9PR) 450 Golden Gate Avenue, 4th Floor East San Francisco, CA 94102-3434

Attn: Angela La Monica, Realty Officer

The undersigned bidder hereby offers and agrees to purchase the structure identified below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within sixty (60) calendar days after bid opening. This Bid Form is made subject to the terms of the Invitation for Bids No 9PR-2006-123/124, including Structure Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Environmental Notices, any provisions of the Bid For Purchase of Government Property and Exhibits all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the time fixed in the IFB for the opening of bids.

BID DEPOSIT:	☐ 737 North Highway 89☐ 739 North Highway 89	10 % of Bid 10 % of Bid	Property Code 123 124
BID AMOUNT	\$		(minimum bid \$5000.00)
BID AMOUNT	SPELLED OUT:		
If this bid is a	ccepted, the instrument of conveyance	should name the fo	ollowing as Purchaser(s)
An individuA partnersA limited IA corporat	hip consisting of	e State of	
·	<u> </u>		
PLEASE COMP Name:	PLETE THE FOLLOWING:		
Address:			
City:		State:	Zip:
Phone: ()		_
E-mail:			
Signature		D	Pate

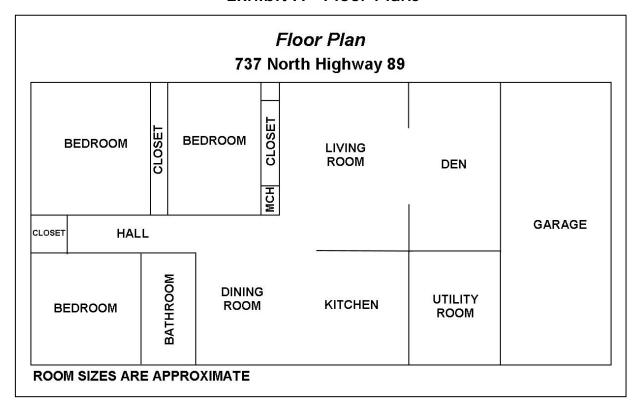
CHINO VALLEY OFF-SITE REMOVAL TWO RESIDENTIAL STURCTURE

CERTIFICATE OF CORPORATE BIDDER

For <u>use</u> with Bid Deposit and Bid Form for Purchase of Government Property

I, , certify that I am	
(Secretary or Other Title)	
of the Corporation named as bidder herein; that	
(Name of Authorized Representative)	
who signed this Bid For Purchase of Government Property on behalf of the bidder was then	
(Official Title)	
of said Corporation that said bid was duly signed for and on behalf of said Corporation by author	ity of
its governing body and is within the scope of its corporate powers.	
Signature of Certifying Officer:	
(Comparete Cool Hor	
(Corporate Seal Her	

Exhibit A - Floor Plans



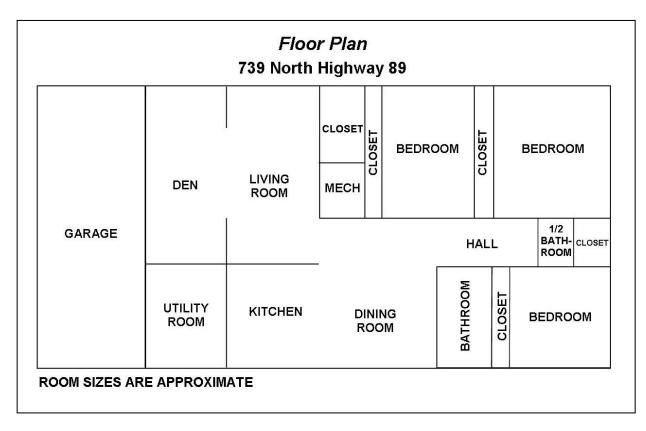


Exhibit B-Lead Based Paint Disclosure

UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Description of Structure for Sale The structure is located at	(the "Structure") and is being
sold pursuant to the terms and condition	ons set forth in GSA INVITATION FOR BIDS (the "Purchaser").
Lead Based Paint Hazard Warning State Every purchaser of any interest in a resuch structure may present exposure trisk of developing lead poisoning. neurological damage, including lear problems, and impaired memory. Lead seller of any interest in such structure based paint hazards from risk assessi	tement esidential dwelling which was built prior to 1978 is notified that to lead from lead-based paint that may place young children at Lead poisoning in young children may produce permanent fring disabilities, reduced intelligence quotient, behaviorally disabilities, required to provide the buyer with any information on leadments or inspections in the seller's possession and notify the bazards. A risk assessment or inspection for possible lead-based
Seller's Disclosure Seller is aware that the Structure was b	ouilt before): 1978
	paint. Seller has provided the Purchaser with access to all ely "Records") pertaining to lead-based paint and/or lead-based cords include:
Risk Assessment/Paint Inspection (requ	uired for housing built before 1978): Yes or No
has received the pamphlet " <i>Protect Yo</i> received an opportunity (at least ten da	has received copies of all information listed above. Purchaser ur Family From Lead In Your Home." In addition, Purchaser has ays) to conduct a risk assessment or inspection of the Structure ad/or lead-based paint hazards, and exercised or waived that
the United States of America, prior to a	er agrees to abate any lead-based paint hazards, at no cost to allowing residential occupancy of the Structure. In addition, the and the Agent a fully executed Certificate of Completion of Lead
	of the above information, opportunity to perform a risk igation to abate lead hazards from housing built before 1960
The Agent informed the Seller of Seller compliance responsibilities.	ninistration acted as Agent for the Seller in this transaction. 's obligations under 42 U.S.C. 4852d and is aware of its
Agent hereby acknowledges discharging	its responsibility: (initial/date)
Certification of Accuracy	e information above and certify, to the best of their knowledge,
Signature	Date
SELLER	Date
PURCHASER	

Exhibit C - "Protect Your Family From Lead In Your Home"

Are you planning to buy, rent, or renovate a home built before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

Landlords will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

Sellers will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building.

Renovators will have to give you this pamphlet before starting work.

If you want more information on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

Lead Gets in the Body in Many Ways

People can get lead in their body if they:

*Put their hands or other objects covered with lead dust in their mouths.

*Eat paint chips or soil that contains lead.

*Breathe in lead dust (especially during renovations that disturb painted surfaces). Lead is even more dangerous to children than adults because:

*Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

*Children's growing bodies absorb more lead. *Children's brains and nervous systems are more sensitive to the damaging effects of lead.

Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from: *Damage to the brain and nervous system

*Behavior and learning problems (such as hyperactivity)

*Slowed growth

*Hearing problems

*Headaches

Lead is also harmful to adults.

*Difficulties during pregnancy

*Other reproductive problems (in both men and women)

*High blood pressure

*Digestive Problems

*Nerve disorders

*Memory and concentration problems

*Muscle and joint pain

Checking Your Family for Lead:

A simple blood test can detect high levels of lead. Blood tests are important for:

*Children who are 6 months to 1 year old (6 months if you live in an older home with cracking or peeling paint).

*Family members that you think might have high levels of lead.

If you child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

Where Lead-Based Paint Is Found:

Many homes built before 1978 have leadbased paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

*In homes in the city, country, or suburbs.

*In apartments, single-family homes, and both private and public housing.

*Inside and outside of the house.

*In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

Where Lead is Likely to be a Hazard Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking leadbased paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear.

These areas include:

- *Windows and window sills.
- *Doors and door frames.
- *Stairs, railings, and banisters.
- *Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency to find out about soil testing for lead.

Checking Your Home for Lead Hazards:

You can get your home checked for lead hazards in one of two ways, or both:

- *A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- *A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area. Trained professionals use a range of methods when checking your home, including:

*Visual inspection of paint condition and location.

*Lab tests of paint samples. *Surface dust tests.

*A portable x-ray fluorescence machine. Home test kits for lead are available, but recent studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What you Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

*If you rent, notify your landlord of peeling or chipping paint.

*Clean up paint chips immediately.

*Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead.

REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

*Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.

*Wash children's hands often, especially before they eat and before nap time and bed time.

*Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly. *Keep children from chewing window sills or other painted surfaces.

*Clean or remove shoes before entering your home to avoid tracking in lead from soil.

*Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

How to Significantly Reduce Lead Hazards In addition to day-to-day cleaning and good nutrition:

*You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

*To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems, someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ

qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency for help with locating qualified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

*Have the area tested for lead-based paint.

*Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

*Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

*Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

Other Sources of Lead:

*Drinking water. Your home might have plumbing with lead or lead solder. Call you local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

*Use only cold water for drinking and cooking.

*Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

*The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.

*Old painted toys and furniture.

*Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.

*Lead smelters or other industries that release lead into the air.

*Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

*Folk remedies that contain lead, such as "Greta" and "Azarcon" used to treat an upset stomach.

For More Information

The National Lead Information

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's clearing-house at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456

FAX: (202) 659-1192 Internet: EHC@CAIS.COM

EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission Hotline To request information on lead in consumer products, or to report an unsafe consumer product or a product related injury call 1-800-638-2772. (Internet:info@cpsc.gov).

For the hearing impaired, call TDD 1-800-638-8270.

State Health and Environmental Agencies Some cities and states have their own rules for lead-based paint activities.
Check with your state agency (listed below) to see if state or local laws apply to you.
Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region Phone Number Arizona (602) 542-7307

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 9 (Arizona, California, Hawaii, Nevada) 75 Hawthorne Street San Francisco, CA 94105 (415) 744-1124

Exhibit D - Performance Bond

		PERFORMANCE BOND (See instructions on reverse)		Contract)	EXECUTED	iMust b	a same or la	ter than	A STATE OF THE STA	MB No	.: 9000-0045
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INSTRUCTIONS

- 1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE"
- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.

STANDARD FORM 25 (REV. 5-96) BACK